

Monthly Parking Agreement & Signing Authority Form

Company Name (Parking Licensee)		Department (if applicable)	
Company Address			
City	Province	Postal Code	Telephone
Billing Contact			
Billing Contact Name		Position and Department	
Telephone		Email	
Primary Signing Authority and Parking Contact (If different from Billing Contact)			
Primary Authority Name		Position and Department	
Telephone		Email	
Other Signing Authorities			
Secondary Authority Name		Position and Department	
Telephone		Email	
Tertiary Authority Name		Position and Department	
Telephone		Email	
<i>By signing this form, the Parking Licensee confirms acceptance of all terms and conditions for monthly parking and consents to the collection and storage of the above information for the purposes of this agreement and the monthly invoicing related thereto.</i>			
Authorized Signature for Company		Date	

Please complete form and email to parking@yyc.com.

MONTHLY PARKING AGREEMENT - TERMS AND CONDITIONS

1. Definitions

For the purposes of this Monthly Parking Agreement (this “**Agreement**”):

“**Airport Authority**” means The Calgary Airport Authority;

“**Authorized Representative(s)**” means all those individuals listed as signing authorities for the Parking Licensee on the face page of this Agreement, each of who is authorized to act on behalf of the Parking Licensee for the purposes of this Agreement. These individuals may receive communications, submit requests, and make binding decisions under this Agreement. It is the Parking Licensee’s responsibility to notify the Airport Authority of any changes to its Authorized Representatives via email at parking@yyc.com; and

“**Parking Licensee**” means the company or other entity listed on the face page of this Agreement as the company or other entity that is entering into this Agreement with the Airport Authority.

2. Term and Renewal

Subject to the rights, obligations and restrictions set out in this Agreement and all policies, guidelines, directives, parking lot signage communicated to the Parking Licensee from time to time, the Parking Licensee shall have the right to park in the designated parking lot. The Parking Licensee must use the parking lot for the sole purpose of parking employee vehicles and for no other purpose whatsoever. The Parking Licensee acknowledges that parking at the designated parking lot is on a first-come, first-served basis only and that there is no guarantee of availability in the designated parking lot. In the event of unavailability of parking, the Parking Licensee’s employees may contact the Airport Authority’s parking office via the HELP button at the parking lot or by contacting the Airport Authority by telephone at 403-735-1500 and the Airport Authority will, where possible, provide an alternate place to park.

This Agreement is effective on a month-to-month basis and shall automatically renew each month unless terminated in writing by either party.

The Airport Authority reserves the right to close the parking lot, without notice, in the event of an emergency, civil disturbance, natural disaster, or other such event. No compensation to the Parking Licensee will be made for loss of use of the parking lot. Where possible, the Airport Authority will provide the Parking Licensee with an alternate place to park for the duration of the closure. The Airport Authority also reserves the right to close the parking lot or a portion thereof, with prior notice, for special events. In such a case, the Airport Authority will provide the Customer with an alternate place to park for the duration of the closure, where possible.

3. Billing and Contact Information

The Parking Licensee is responsible for maintaining accurate and up-to-date billing details and a designated point of contact with the Airport Authority. All updates must be submitted in writing via email to parking@yyc.com to ensure proper delivery of invoices, policy updates, and other important communications.

4. Invoice Disputes

It is the Parking Licensee’s responsibility to review each invoice upon receipt. Any dispute must be submitted in writing via email to parking@yyc.com within 30 calendar days of the invoice date.

5. Outstanding Balances & Interest

Payment is due within 15 days of the date of invoice. Invoices not fully paid by their due date will be subject to monthly compounded interest at the Bank of Canada’s prime business rate plus 3%, calculated from the due date until the invoice and all interest is fully paid. Non-payment of invoices or accumulation of unpaid balances may result in suspension of parking privileges or immediate termination of this Agreement at the sole discretion of the Airport Authority.

6. Parking Rates and Changes

Parking fees are calculated pursuant to the rates communicated to the Parking Licensee by the Airport Authority and are subject to change from time to time in the Airport Authority’s sole and unfettered discretion. The Airport Authority

will make reasonable efforts to provide at least 30 days' written notice to the Parking Licensee for any upcoming rate adjustments. Continued use of the parking service after the effective date of the new rate constitutes acceptance of the revised rate. GST is not included in the rates and will be charged in addition to the parking fees.

7. Cancellation Policy

Parking access for an employee of the Parking Licensee must be canceled immediately upon an employee's termination, temporary leave, or change in employment status by notifying parking@yyc.com or by making the cancellation directly via the online GEM application. Cancellations are effective upon the date of notification receipt and cannot be backdated (e.g., a cancellation request on April 20 will not be applied retroactively to April 1).

8. Permit Misuse

The Parking Licensee must communicate to its employees that parking permits and ProxCards are non-transferable and intended for use only by the assigned employee. The Parking Licensee shall ensure that all employees obey all signs, notices, instructions and rules posted at the parking lot or otherwise communicated by the Airport Authority. The Parking Licensee shall be responsible for all improper or unauthorized use which includes, but is not limited to:

- Using a ProxCards to allow entry or exit for another individual who is not the assigned cardholder.
- Repeatedly requesting gate access through the intercom/help button despite having a valid ProxCards (e.g., leaving the card in the trunk or back seat).
- Engaging in unsafe behavior within the parking facility, such as speeding, reckless driving, or aggressive conduct that could endanger others.
- Failing to comply with policies, guidelines, directives, parking lot signage in effect from time to time.

Improper or unauthorized use of the parking lot, parking permits or ProxCards may result in the removal, ticketing and impounding of vehicles, recovery costs being charged to the Parking Licensee, suspension and/or permanent termination of parking privileges at the sole discretion of the Airport Authority.

9. Liability; Indemnity

In the case of any personal injury or any damage to the parking lot or to property of others, the Parking Licensee must immediately report the incident and any injuries or damages to parking@yyc.com, and provide the information requested.

Any vehicle parked or operated in the parking lot shall be parked or operated solely at the risk of the Parking Licensee. The Parking Licensee is solely responsible for any damage, loss, injury or death caused by the Parking Licensee or its employees to the parking lot, the property of others, other drivers or other users of the parking lot. The Parking Licensee shall indemnify, defend, and save harmless the Airport Authority and its employees, directors, officers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind in any manner directly or indirectly caused by or contributed to, in whole or in part, by reason of error, omission, wrongful act, or fault, whether active or passive, of the Parking Licensee or its employees.

None of the Airport Authority, its employees, directors, officers, agents nor contractors shall be liable for any damage, loss, injury or death caused to any vehicle, the Parking Licensee, the Parking Licensee's employees, the operator of a vehicle or any other occupant thereof, or any other person unless such damage has resulted from the gross negligence or willful misconduct of the Airport Authority, its employees, , directors, officers, agents or contractors. The Airport Authority, its employees, directors, officers, agents, and contractors shall not be liable in any way whatsoever in the event that any damage, loss, expense or inconvenience is caused by reason of any vehicle being removed, towed or impounded pursuant to the terms and conditions of this Agreement.

10. Audit & Accuracy

The Parking Licensee is responsible for regularly auditing parking usage and employee rosters. Only active, eligible employees shall be permitted to retain parking privileges.

11. Permit Return & Billing Terms

It is the responsibility of the Parking Licensee to ensure all employee permits and ProxCards are returned to the Airport Authority promptly upon employee termination. Billing will continue until the permit and ProxCards have been returned

or the applicable lost/stolen fee is paid. The fee for a lost or stolen permit or ProxCard is \$25.00 (+GST), subject to change from time to time by the Airport Authority in its sole discretion without notice. This fee is refundable if the item is returned within 30 days of payment of the lost/stolen fee.

12. Policy Updates

The Airport Authority reserves the right to modify, update, amend and revise the terms and conditions of this Agreement from time to time in its sole discretion without notice to the Parking Licensee. It is the Parking Licensee's responsibility to review all official updates issued by the Airport Authority and ensure continued compliance.

13. Freedom of Information and Protection of Privacy

By providing information, the Parking Licensee consents to the Airport Authority using the information to manage this Agreement. Personal information is collected and used by the Airport Authority as may be authorized by law, for the purposes of its operating programs and activities. Any questions regarding the collection, use or disclosure of personal information should be directed to parking@yyc.com.

14. Governing Law

This Agreement shall be governed by and interpreted according to the laws in force in the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts in the city of Calgary in respect of all matters arising out of or in connection with this Agreement.

15. Severability

If any provision of the Agreement is found by a court having jurisdiction to be invalid, illegal or unenforceable, the other provisions of the Agreement shall not be affected or impaired. The offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.